

LEVIN-EPSTEIN & ASSOCIATES, P.C.  
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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

-----X  
CARLOS CHINCHA,

**Civil No. 1:17-cv-06127**

Plaintiff,

-against-

**ANSWER AND  
AFFIRMATIVE DEFENSES**

MANOJKUMAR PATEL, in his individual and professional capacities,

Defendant.

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Defendant Manojkumar Patel (“Defendant”), by and through its undersigned attorneys, Levin-Epstein & Associates, P.C., as and for their answer and affirmative defenses to the complaint, dated October 20, 2017 (the “Complaint”) of Carlos Chincha (the “Plaintiff”), hereby admit, deny and allege as follows:

1. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “1” of the Complaint.
2. The allegations contained in paragraph “2” of the Complaint are denied.
3. The allegations contained in paragraph “5” of the Complaint set forth legal conclusions for which no response is required.
4. The allegations contained in paragraph “6” of the Complaint set forth legal conclusions for which no response is required.
5. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “7” of the Complaint.

6. The allegations contained in paragraph “8” of the Complaint are admitted.
7. The allegations contained in paragraph “9” of the Complaint set forth legal conclusions for which no response is required.
  8. The allegations contained in paragraph “10” of the Complaint are admitted.
  9. The allegations contained in paragraph “11” of the Complaint are admitted.
  10. The allegations contained in paragraph “12” of the Complaint are denied.
  11. The allegations contained in paragraph “13” of the Complaint are denied.
  12. The allegations contained in paragraph “14” of the Complaint are denied.
  13. The allegations contained in paragraph “15” of the Complaint are admitted.
  14. The allegations contained in paragraph “16” of the Complaint are denied.
  15. The allegations contained in paragraph “17” of the Complaint are denied.
  16. The allegations contained in paragraph “18” of the Complaint are denied.
  17. The allegations contained in paragraph “19” of the Complaint are denied.
  18. The allegations contained in paragraph “20” of the Complaint are denied.
  19. The allegations contained in paragraph “21” of the Complaint are denied.
  20. The allegations contained in paragraph “22” of the Complaint are denied.
  21. No response is required to the statement set forth in paragraph “23.”
  22. The allegations contained in paragraph “24” of the Complaint set forth legal conclusions for which no response is required.
  23. The allegations contained in paragraph “25” of the Complaint set forth legal conclusions for which no response is required.
  24. The allegations contained in paragraph “26” of the Complaint set forth legal conclusions for which no response is required.

25. The allegations contained in paragraph “27” of the Complaint are denied.
26. The allegations contained in paragraph “28” of the Complaint are denied.
27. The allegations contained in paragraph “29” of the Complaint are denied.
28. No response is required to the statement set forth in paragraph “30.”
29. The allegations contained in paragraph “31” of the Complaint set forth legal conclusions for which no response is required.
  30. The allegations contained in paragraph “32” of the Complaint are denied.
  31. The allegations contained in paragraph “33” of the Complaint are denied.
  32. The allegations contained in paragraph “34” of the Complaint are denied.
  33. No response is required to the statement set forth in paragraph “35.”
  34. The allegations contained in paragraph “36” of the Complaint set forth legal conclusions for which no response is required.
    35. The allegations contained in paragraph “37” of the Complaint are denied.
    36. The allegations contained in paragraph “38” of the Complaint are denied.
    37. The allegations contained in paragraph “39” of the Complaint are denied.
    38. No response is required to the statement set forth in paragraph “40.”
    39. The allegations contained in paragraph “41” of the Complaint set forth legal conclusions for which no response is required.
  40. The allegations contained in paragraph “42” of the Complaint set forth legal conclusions for which no response is required.
    41. The allegations contained in paragraph “43” of the Complaint are denied.
    42. The allegations contained in paragraph “44” of the Complaint are denied.
    43. The allegations contained in paragraph “45” of the Complaint are denied.

44. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “46” of the Complaint.

45. Defendants deny that Plaintiff is entitled to any relief sough in the “Prayer for Relief.”

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

46. Plaintiff fails to state a claim, in whole or in part, upon which relief may be granted, either on his own behalf or on behalf of those persons who he purports to represent, or to whom he purportedly is similarly situated.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

47. Plaintiff is an exempt employee under the FLSA/NYLL.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

48. Plaintiff was paid in accordance with all applicable law.

**AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE**

49. Plaintiff is exempt from the overtime requirements of the FLSA/NYLL.

**RESERVATION OF RIGHTS**

50. Defendant reserves the right to raise additional affirmative defenses and to supplement those asserted herein upon discovery of further information and investigation into the Plaintiff’s claims.

**WHEREFORE**, Defendants demands judgment in their favor:

- (a) denying Plaintiff is entitled to the relief for which he prays on behalf of himself or any other individual or to any other relief.
- (b) dismissing the Complaint against Defendants on the merits with prejudice and in its entirety;

- (c) awarding Defendants their costs and disbursement, including reasonable attorneys' fees incurred in the action; and
- (d) granting Defendants such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
February 12, 2018

Yours, etc.

**Levin-Epstein & Associates, P.C.**

By: /s Joshua Levin-Epstein  
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*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that on February 12, 2018, I electronically filed the foregoing Defendant Answer and Affirmative Defenses with the Clerk of the District Court using the CM/ECF system, which sent notification to all parties registered to receive notice via that service, including:

Law Offices of William Cafaro  
Louis M. Leon  
108 W. 39<sup>th</sup> Street, Ste. 602  
New York, NY 10018

*Attorneys for Plaintiff*

*/s Joshua Levin-Epstein*  
Joshua Levin-Epstein